

True STATE of the CASE

Between MICHAEL POWERS of *London*, Gent. and his Excellency JOSEPH COJA, Ambassador from *Tunis*; with a true COPY of the NOTE, as well as of the Agreement, made between his Excellency and MICHAEL POWERS, testified upon Oath, by PHILIP STAMMA.

GENTLEMEN,

BEING deny'd the Liberty of justifying myself, in the Daily Papers, against the groundless Imputations of his Excellency, *Joseph Coja*, Ambassador from *Tunis*, in the *London Evening-Post*; I am therefore obliged to Address the Publick in this Method, in order to lay before 'em the true State of the Case, being as follows.

I SHALL first begin with the Agreement made between the said Ambassador and myself, in presence of Mr. *Philip Stamma*, the Person who brought me acquainted with him, written in his own native Language.

My Design was to have got the Original *Arabick* here inserted, but as the Types are wanting, am oblig'd to make use of some Transcripts thereof, which may be seen at the Places following: The *Rainbow Coffee-House* in *Cornhill*, the *Rainbow Coffee-House* at *Fleet-Ditch*, *St. Dunstan's Coffee-House* in *Fleet-Street*, *Will's Coffee-House* in *Buckingham-Court*, and the *Paris Coffee-House* in *Suffolk-Street*.

The following is a literal Translation of the above Original.

I, Ambassador, from his highest Highness, the present reigning Dey of *Tunis*, do present on my Part, Mr. Michael Powers my Interpreter, to solicit in the Council of the Treasury of *London* the Delivery of my Coffee and Tea now stopped in the Custom-House; and whensoever my Goods in the Custom-House shall be returned, I have obliged myself by the Present to give him the said Mr. Powers what I confess to have promised him, in the Presence of Mr. Philip Stamma, for his Trouble. Signed

JOSEPH COJA,

The Servant of God.

Feb. 11, 1734.

The Lord bless us all.

The Purport of the said OBLIGATION.

THESE are to certify, that in my Presence, and in Consideration of the Labour and Trouble the abovemention'd Mr. Powers has already taken,

taken, and is hereafter to pursue in the Solliciting his Coffee and Tea, the said *Joseph Coja*, Ambassador from *Tunis* hath promised, and doth oblige himself to give him two *Arabian* Horses, viz. one Bay, and the other one Black, with the Sum of Sixty Pounds of due and lawful Money of *Great-Britain*. As Witness my Hand, the 11th Day of *Feb.* 1733-4.

Signed *PHILIP STAMMA*.

Deposition of the said Mr. PHILIP STAMMA, &c.

PHILIP STAMMA, of the Parish of *St. Martins in the Fields* in the County of *Middlesex*, Gentleman, deposeth as follows, This Deponent says, That on or about the tenth of *May* last, *Joseph Coja*, an Ambassador from *Tunis*, did Import hither two Thousand Pounds Weight of Tea, and about one Thousand eight Hundred Pounds Weight of Coffee; which as prohibited Goods were seized at the *Custom-House*. That, to his Knowledge, the said *Joseph Coja* not only employed several Persons to solicit, but also solicited himself in Person, for the Space of seven Months or thereabouts, the Delivery of the said Coffee and Tea, to no Effect; having received of all such Persons, unto whom he had applied, a peremptory Answer, That it was unpracticable, that the Affair could not be done, and that therefore he would desist soliciting any longer. That about a Month after, the said *Joseph Coja* despairing ever to obtain the said Goods, he employed this Deponent to get a Letter written to a certain Jew in *Holland*, his Correspondent, to know what the Loss might be on the Exporting of the said Goods back to *Holland*. That before he could have an Answer to the said Letter, this Deponent came to Mr. *Michael Powers*, desiring he would undertake to solicit the said Affair. That the said Mr. *Powers* went next Day with this Deponent to the Ambassador, who gave the said *Powers* Orders, and a full Power to act in soliciting the said Business on his Behalf. That the said *Joseph Coja*, Ambassador, did voluntarily, and of his own accord, promise him, the said *Michael Powers*, two *Arabian* Horses, one Bay, and the other one Black, with the Sum of sixty Pounds; and further promised the said Mr. *Powers* two Hundred Guineas in lieu of the Horses, if he thought well thereof; Swearing to him by *Mahomet* and the Divorce of his Wife, that he would be as good as his Word. And the said *Philip Stamma* further deposeth, that he was present at every Conversation that happened between the said *Powers* and the said *Coja*; and that neither the Name of Mr. *Walpole*, or of any other Person whatsoever, was ever mentioned with respect to the Horses in Question; but, on the contrary, that the Horses were ever from the Beginning intended for the sole Use of Mr. *Powers*. That after the Delivery of the Goods out of the *Custom-House* to the said *Joseph Coja*, he was so well satisfied with parting with the Horses, that he willingly sent his Secretary with the said *Powers*, to the Landlord who had the keeping of such Horses, with Orders to deliver the same into the actual Possession of the said Mr. *Powers*; declaring his utmost Satisfaction and Acknowledgment, for the Services he had received, through the Solliciting and Industry of the said Mr. *Powers*. And that from the Time that the said Mr. *Powers* undertook so to solicit, that no other Person whatsoever was employed or concerned therein but him alone. And again deposeth, that the Name of Mr. *Edward Walpole* was never mentioned, in any Note or Obligation made from the said Ambassador to the said Mr. *Powers*, nor during the transacting of the whole Affair.

PHILIPPO STAMMA.

Sworn at the Publick-Office,
April 4, 1734.
Before N. EDWARDS.

THE said Ambassador having received his Goods out of the *Custom-House*, I waited on him, and after many Thanks in the kindest Terms of Friendship, he asked me whether I would accept of the Horses, or of the 200 Guineas; for at the Time of our Agreement he promised to give me the said Sum in lieu of the Horses, if I chose it, which Promise he then did of his own accord bind with an Oath most Sacred amongst *Turks*, to wit, *May I live to be divorced from my Wife, if I do not fulfil my Promise!* I answered that I chose the Horses. Then take 'em, says he, in God's Name. I have many other Favours to solicit from the Treasury,



Treasury, and I intend to employ you therein. I have been amused by several Persons for some Months past, unto whom I had promised your Horses, with a Sum of Money more considerable than what I am to give you, who all proved unsuccessful. As to the Money I promised you besides, I must beg the Favour of you to take my Note for it, for I am at present out of Cash, but will pay you as soon as I can sell my Coffee and Tea. You must, said he, oblige me in one other Thing, which is, that you would not take away your Horses till this Afternoon; for as I owe Money * for their Standing, which I am not at present able to pay; to avoid all Suspicion, I will give Orders to my Groom to have 'em ready for you, for between four and five of the Clock, who by Way of Airing them, shall deliver 'em to you at any Stable you think fit. I return'd at the Hour appointed, and gave his Excellency a Receipt for the Horses to this Effect.

* 1041.

IN Consideration of certain Services done and perform'd, in sundry Affairs of Consequence, on the Behalf of his Excellency, Joseph Coja, Ambassador from Tunis, I do hereby acknowledge to have received, by Orders of his said Excellency, two Arabian Horses, which with the Performance of the remaining Part of the Agreement, made between us in the Presence of Mr. Philip Stamma, shall be a full Discharge.

Signed MICHAEL POWERS.

He then gave me his Note for 60 Guineas, which is still unpaid, and every Part thereof.

For want of Types, a true COPY of the NOTE may be seen at the Places beforementioned.

Here follows the literal Translation of the said NOTE.

THANKS be to God! The Present is written with my own Hand, in my own Country Character, which I deliver into the Hands of Mr. Michael Powers, whereby I confess myself obliged to give him, the said Michael Powers, a further Eleemosynar Gratuity of 60 Guineas for his Services done me, in the getting out my Goods from the Custom-House; as soon as I get Money into my Hands, I will send for him, and pay him what I have obliged myself to pay him by the Present, and no more.

Signed JOSEPH COJA.

In the Year of Mahomet, 1146.

I reverence the Lord God on my Part.

HAVING then given Orders to his Secretary to deliver me up the said Horses, the Inn-Keeper where they stood, desiring to have an Order under the said Ambassador's Hand, he gave him an Order in Writing, and Witness'd, and the said Inn-Keeper took my Receipt in my own Name for 'em; which Receipt the said Inn-Keeper is ready to produce.

Now how can his Excellence (with all Respect imaginable due to his Character of Ambassador,) How can he, I say, act so contrary to his Conscience?

Conscience? How can he affirm that in any Writing pass'd between him and me, the Name of Mr. *Walpole*, or of *Edward Walpole*, Esq; is ever once specified; and that he therein promised to deliver me the said Horses for his Use? By the Truth of which I consent to stand or fall.

BUT if, on the contrary, the Name of Mr. *Walpole* was never once therein mentioned, how grossly has his said Excellency imposed on Mr. *Walpole*! How unjustly am I defam'd, and how cruelly dealt with by the said Ambassador! Whereas, as I am inform'd, no less than 10000 *L.* Security is insisted on for my Appearance.

Is it not demonstrable from our Agreement, for the two Horses or 200 Guineas, which of them I pleas'd to accept of, that the Intent of the said *Joseph Coja*'s Promise was for my sole Use? Is it not an absolute Contract between him and me? Is it not absurd to think, that Mr. *Walpole* would accept of any Present in Money? In fine, is it natural to conceive that I should bargain for two Horses, in favour of a Gentleman, whom I solemnly protest I never had the Honour of speaking or applying to? How much more probable would it seem, if his said Excellency had alledged that I had made use of the Name of the Right Honourable Sir *R. W.* or of Sir *C. W.* or of Mr. *Scroope*'s, or of Mr. *Tilson*'s, all whom I had the Honour of Soliciting in Person, with a Petition drawn up by me, and Signed, whereof the following is a Copy?

To the Right Honourable, the Lords Commissioners of his MAJESTY'S Treasury.

May it please your Lordships,

THE Ambassador from *Tunis* being on his Departure, and waiting only your Lordships Resolution, touching the Coffee and Tea so long stop'd, and he depriv'd the Use of, desires some positive Answer whether he may have his Right, without confining him to export it, but at his own Pleasure; which he thinks himself intitled to, in Return for the many Favours shewn, not only by the *Dey* his Master, but also by himself in Person to the *English* Abroad.

My Lords,

Your Lordship's

Most Obedient, Humble Servant,

MICHAEL POWERS,

Interpreter to his Excellency, *Joseph Coja*,
Ambassador from *Tunis*.

THIS is the true State of the Case.

IF I have transacted any Thing unfair or illegal, 'tis very unknowingly; if what I have done, has any Tendency to any Act of Compulsion or Fraud; if the Delivery of the said Horses, so long and maturely consider'd and deliberated on, does not prove itself a voluntary Act and Deed of the said Ambassadors; I humbly submit it to your Judgments, appealing to your Candour and Impartiality; who am,



Gentlemen,

Your most Obedient, Humble Servant.

MICHAEL POWERS

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